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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

VIRGINA VANDENBURG, an individual,
Plaintiff,

v.

WAL-MART ASSOCIATES, INC. and
DOES 1-25, inclusive,
Defendant.

Case No.: 8:25-cv-00905-FWS-(ADSx)

**STIPULATED PROTECTIVE
ORDER**

Removal Filed: April 30, 2025
Action Filed: March 21, 2025

The parties have agreed to and have submitted to the Court, and for good cause shown the Court hereby enters, the following Confidentiality Order:

PURPOSES AND LIMITATIONS

1. This Order shall govern the disclosure of materials designated as Confidential Material in this litigation. Confidential Material, as used in this Order, shall refer to any document or item designated as Confidential, including but not limited to, documents or items produced during discovery, all copies thereof, and the information

1 contained in such material. Nothing in this Order shall require any party to produce any
2 specific documents or category of documents which a party deems inappropriate for
3 production.

4 2. Discovery in this action is likely to involve production of confidential,
5 proprietary, or private information for which special protection from public disclosure
6 and from use for any purpose other than prosecuting this litigation may be warranted.
7 Accordingly, the parties hereby stipulate to and petition the Court to enter the following
8 Stipulated Protective Order. The parties acknowledge that this Order does not confer
9 blanket protections on all disclosures or responses to discovery and that the protection
10 it affords from public disclosure and use extends only to the limited information or
11 items that are entitled to confidential treatment under the applicable legal principles.
12 The parties further acknowledge, as set forth below, that this Stipulated Protective
13 Order does not entitle them to file confidential information under seal; Civil Local Rule
14 79-5 sets forth the procedures that must be followed and the standards that will be
15 applied when a party seeks permission from the court to file material under seal.

16 **GOOD CAUSE STATEMENT**

17 3. This action is likely to involve trade secrets and other valuable research,
18 development, commercial, financial, technical and/or proprietary information for
19 which special protection from public disclosure and from use for any purpose other
20 than prosecution of this action is warranted. Such confidential and proprietary materials
21 and information consist of, among other things, confidential business or financial
22 information, information regarding confidential business practices, or other
23 confidential research, development, or commercial information (including information
24 implicating privacy rights of third parties), information otherwise generally unavailable
25 to the public, or which may be privileged or otherwise protected from disclosure under
26 state or federal statutes, court rules, case decisions, or common law. Accordingly, to
27 expedite the flow of information, to facilitate the prompt resolution of disputes over
28 confidentiality of discovery materials, to adequately protect information the parties are

1 entitled to keep confidential, to ensure that the parties are permitted reasonable
2 necessary uses of such material in preparation for and in the conduct of trial, to address
3 their handling at the end of the litigation, and serve the ends of justice, a protective
4 order for such information is justified in this matter. It is the intent of the parties that
5 information will not be designated as confidential for tactical reasons and that nothing
6 be so designated without a good faith belief that it has been maintained in a
7 confidential, non-public manner, and there is good cause why it should not be part of
8 the public record of this case.

9 **DEFINITIONS OF CONFIDENTIAL MATERIAL**

10 4.1 **Action**: The lawsuit removed to the Central District Court of California
11 entitled *VIRGINA VANDENBURG, an individual v. WAL-MART ASSOCIATES, INC.,*
12 *and DOES 1-25, inclusive*

13 4.2 **Challenging Party**: a Party or Non-Party that challenges the designation of
14 information or items under this Order.

15 4.3 **“CONFIDENTIAL” Information or Items**: Confidential Material, as used in
16 this Order, consists of the following materials and categories of materials:

- 17 a. Materials relating to any privileged, confidential, or nonpublic information,
18 including, but not limited to, trade secrets, research, design, development,
19 financial, technical, marketing, planning, personal, or commercial
20 information, as such terms are used in the Federal Rules of Civil Procedure
21 (Fed. R. Civ.) and any applicable case law interpreting Fed. R. Civ.
22 26(c)(1)(G); contracts; non-public compilations of retail prices; proprietary
23 information; vendor agreements; personnel files; claim/litigation
24 information; Materials containing corporate trade secrets, nonpublic research
25 and development data, including, but not limited to, cost data, pricing
26 formulas, inventory management programs, and other sales or business
27 information not known to the public; information obtained from a non-party
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pursuant to a non-disclosure agreement; and customer-related Protected Data and nonpublic policies and procedures shall be deemed Confidential.

- b. Protected Data shall refer to any information that a party believes in good faith to be subject to federal, state or foreign data protection laws or other privacy obligations. Examples of such data protection laws include but are not limited to The Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 et seq. (financial information); and, The Health Insurance Portability and Accountability Act and the regulations thereunder, 45 CFR Part 160 and Subparts A and E of Part 164 (medical information).

4.4 **Counsel**: Outside Counsel of Record and House Counsel (as well as their support staff).

4.5 **Designating Party**: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

4.6 **Disclosure or Discovery Material**: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

4.7 **Expert**: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this Action.

4.8 **House Counsel**: attorneys who are employees of a party to this Action. House Counsel does not include Outside Counsel of Record or any other outside counsel.

4.9 **Non-Party**: any natural person, partnership, corporation, association, or other legal entity not named as a Party to this action.

4.10 **Outside Counsel of Record**: attorneys who are not employees of a party to this Action but are retained to represent or advise a party to this Action and have appeared in this Action on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party, and includes support staff.

1 4.11 **Party**: any party to this Action, including all of its officers, directors, employees,
2 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

3 4.12 **Producing Party**: a Party or Non-Party that produces Disclosure or Discovery
4 Material in this Action.

5 4.13 **Professional Vendors**: persons or entities that provide litigation support
6 services (e.g., photocopying, videotaping, translating, preparing exhibits or
7 demonstrations, and organizing, storing, or retrieving data in any form or medium)
8 and their employees and subcontractors.

9 4.14 **Protected Material**: any Disclosure or Discovery Material that is designated as
10 “CONFIDENTIAL.”

11 4.15 **Receiving Party**: a Party that receives Disclosure or Discovery Material from a
12 Producing Party.

13 **SCOPE**

14 5. The protections conferred by this Stipulation and Order cover not only Protected
15 Material (as defined above), but also (1) any information copied or extracted from
16 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
17 Material; and (3) any testimony, conversations, or presentations by Parties or their
18 Counsel that might reveal Protected Material.

19 Any use of Protected Material at trial shall be governed by the orders of the trial
20 judge. This Order does not govern the use of Protected Material at trial.

21 **DURATION**

22 6. Even after final disposition of this litigation, the confidentiality obligations
23 imposed by this Order shall remain in effect until a Designating Party agrees otherwise
24 in writing or a court order otherwise directs. Final disposition shall be deemed to be
25 the later of (1) dismissal of all claims and defenses in this Action, with or without
26 prejudice; and (2) final judgment herein after the completion and exhaustion of
27 all appeals, rehearings, remands, trials, or reviews of this Action, including the time
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1 limits for filing any motions or applications for extension of time pursuant to
2 applicable law.

3 **DESIGNATING PROTECTED MATERIAL**

4 7. The parties shall not designate as confidential information that is already public
5 knowledge. The parties agree that such Confidential Material as described above
6 should be given the protection of an order of this Court to prevent injury through
7 disclosure to persons other than those persons involved in the prosecution or defense
8 of this litigation.

9 7.1 Exercise of Restraint and Care in Designating Material for Protection.
10 Each Party or Non-Party that designates information or items for protection under this
11 Order must take care to limit any such designation to specific material that qualifies
12 under the appropriate standards. The Designating Party must designate for protection
13 only those parts of material, documents, items, or oral or written communications that
14 qualify so that other portions of the material, documents, items, or communications for
15 which protection is not warranted are not swept unjustifiably within the ambit of this
16 Order.

17 Mass, indiscriminate, or routinized designations are prohibited. Designations
18 that are shown to be clearly unjustified or that have been made for an improper purpose
19 (e.g., to unnecessarily encumber the case development process or to impose
20 unnecessary expenses and burdens on other parties) may expose the Designating Party
21 to sanctions.

22 If it comes to a Designating Party's attention that information or items that it
23 designated for protection do not qualify for protection, that Designating Party must
24 promptly notify all other Parties that it is withdrawing the inapplicable designation.

25 7.2 Manner and Timing of Designations. Except as otherwise provided in this
26 Stipulated Protective Order (see, e.g., second paragraph of section 7.2(a) below), or as
27 otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for
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1 protection under this Stipulated Protective Order must be clearly so designated before
2 the material is disclosed or produced.

3 Designation in conformity with this Stipulated Protective Order requires:

4 (a) for information in documentary form (e.g., paper or electronic documents,
5 but excluding transcripts of depositions or other pretrial or trial proceedings), that the
6 Producing Party affix at a minimum, the legend “CONFIDENTIAL” to each page that
7 contains protected material. If only a portion or portions of the material on a page
8 qualifies for protection, the Producing Party also must clearly identify the protected
9 portion(s) (e.g., by making appropriate markings in the margins).

10 A Party or Non-Party that makes original documents available for inspection
11 need not designate them for protection until after the inspecting Party has indicated
12 which documents it would like copied and produced. During the inspection and before
13 the designation, all of the material made available for inspection shall be deemed
14 CONFIDENTIAL. After the inspecting Party has identified the documents it wants
15 copied and produced, the Producing Party must determine which documents, or
16 portions thereof, qualify for protection under this Stipulated Protective Order. Then,
17 before producing the specified documents, the Producing Party must affix the
18 “CONFIDENTIAL” legend to each page that contains Protected Material. If only a
19 portion or portions of the material on a page qualifies for protection, the Producing
20 Party also must clearly identify the protected portion(s) (e.g., by making appropriate
21 markings in the margins).

22 (b) for testimony given in depositions that the Designating Party identify the
23 Disclosure or Discovery Material on the record, before the close of the deposition all
24 protected testimony. (c) for information produced in some form other than
25 documentary and for any other tangible items, that the Producing Party affix in a
26 prominent place on the exterior of the container or containers in which the information
27 is stored the “CONFIDENTIAL” legend. If only a portion or portions of the
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1 information warrants protection, the Producing Party, to the extent practicable, shall
2 identify the protected portion(s).

3 7.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
4 designate qualified information or items does not, standing alone, waive the
5 Designating Party's right to secure protection under this Order for such material. Upon
6 timely correction of a designation, the Receiving Party must make reasonable efforts
7 to assure that the material is treated in accordance with the provisions of this Stipulated
8 Protective Order.

9 **CLAWBACK PROVISIONS**

10 8. The production of privileged or work-product protected documents,
11 electronically stored information (ESI) or information, whether inadvertent or
12 otherwise, is not a waiver of the privilege or protection from discovery in this case or
13 in any other federal or state proceeding.

14 8.1 This Order shall be interpreted to provide the maximum protection
15 allowed by Federal Rule of Evidence (FRE) 502(d) and shall be enforceable and
16 granted full faith and credit in all other state and federal proceedings by 28 U.S. Code
17 § 1738. In the event of any subsequent conflict of law, the law that is most protective
18 of privilege and work product shall apply.

19 8.2 Nothing contained herein is intended to or shall serve to limit a party's
20 right to conduct a review of documents, ESI or information (including metadata) for
21 relevance, responsiveness and/or segregation of privileged and/or protected
22 information before production.

23 8.3 If the receiving party has reason to believe that a produced document or
24 other information may reasonably be subject to a claim of privilege, then the receiving
25 party shall immediately sequester the document or information, cease using the
26 document or information and cease using any work product containing the information,
27 and shall inform the producing party of the beginning BATES number of the document
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1 or, if no BATES number is available, shall otherwise inform the producing party of the
2 information.

3 8.4 A producing party must give written notice to any receiving party
4 asserting a claim of privilege, work-product protection, or other ground for reclaiming
5 documents or information (a “clawback request”). After a clawback request is received,
6 the receiving party shall immediately sequester the document (if not already
7 sequestered) and shall not review or use that document, or any work product containing
8 information taken from that document, for any purpose. The parties shall meet and
9 confer regarding any clawback request.

10 **CHALLENGING CONFIDENTIALITY DESIGNATIONS**

11 9.1 Timing of Challenges. Any Party or Non-Party may challenge a
12 designation of confidentiality at any time that is consistent with the court’s Scheduling
13 Order.

14 9.2 Meet and Confer. The Challenging Party shall initiate the dispute
15 resolution process under Local Rule 37.1 et seq.

16 9.3 The burden of persuasion in any such challenge proceeding shall be on the
17 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,
18 to harass or impose unnecessary expenses and burdens on other parties) may expose
19 the Challenging Party to sanctions. Unless the Designating Party has waived or
20 withdrawn the confidentiality designation, all parties shall continue to afford the
21 material in question the level of protection to which it is entitled under the Producing
22 Party’s designation until the court rules on the challenge.

23 **ACCESS TO AND USE OF PROTECTED MATERIAL**

24 10. A Receiving Party may use Protected Material that is disclosed or produced by
25 another Party or by a Non-Party in connection with this Action only for prosecuting,
26 defending, or attempting to settle this Action. Such Protected Material may be
27 disclosed only to the categories of persons and under the conditions described in this
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1 Order. When the Action reaches a Final Disposition, a Receiving Party must comply
2 with the provisions of section 13 below.

3 Protected Material must be stored and maintained by a Receiving Party at a
4 location and in a secure manner that ensures that access is limited to the persons
5 authorized under this Stipulated Protective Order. The Parties agree to provide
6 adequate security to protect data produced by the other party(ies) or by non-parties.
7 This includes secure data storage systems, established security policies, and security
8 training for employees, contractors and experts. Adequate security also includes such
9 measures as data encryption in transit, data encryption at rest, data access controls, and
10 physical security, whether hosted/outsourced to a vendor or on premises. At a
11 minimum, any receiving party subject to the terms of this Confidentiality Order, will
12 provide reasonable measures to protect non-client data consistent with the American
13 Bar Association Standing Committee on Ethics and Professional Responsibility,
14 Formal Opinion 477R.

15 10.1 Disclosure of “CONFIDENTIAL” information or items. Unless otherwise
16 ordered by the court or permitted in writing by the Designating Party, a Receiving Party
17 may disclose any information or item designated “CONFIDENTIAL” only:

18 (a) to the Receiving Party’s Outside Counsel of Record in this Action, as well as
19 employees of said Outside Counsel of Record to whom it is reasonably necessary to
20 disclose the information for this Action;

21 (b) to the officers, directors, and employees (including House Counsel) of the
22 Receiving Party to whom disclosure is reasonably necessary for this Action;

23 (c) to Experts (as defined in this Order) of the Receiving Party to whom
24 disclosure is reasonably necessary for this Action and who have signed the
25 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

26 (d) to the court and its personnel;

27 (e) to court reporters and their staff;

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1 (f) to professional jury or trial consultants, mock jurors, and Professional
2 Vendors to whom disclosure is reasonably necessary for this Action and who have
3 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

4 (g) to the author or recipient of a document containing the information or a
5 custodian or other person who otherwise possessed or knew the information;

6 (h) during their depositions, to witnesses, and attorneys for witnesses, in the
7 Action to whom disclosure is reasonably necessary, provided: (1) the deposing party
8 requests that the witness sign the “Acknowledgment and Agreement to Be Bound”
9 (Exhibit A); and (2) the witness will not be permitted to keep any confidential
10 information unless they sign the “Acknowledgment and Agreement to Be Bound”
11 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court.
12 Pages of transcribed deposition testimony or exhibits to depositions that reveal
13 Protected Material may be separately bound by the court reporter and may not be
14 disclosed to anyone except as permitted under this Stipulated Protective Order; and

15 (i) to any mediator or settlement officer, and their supporting personnel,
16 mutually agreed upon by any of the parties engaged in settlement discussions

17 **PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**
18 **IN OTHER LITIGATION**

19 11. If a Party is served with a subpoena or a court order issued in other litigation that
20 compels disclosure of any information or items designated in this Action as
21 “CONFIDENTIAL” that Party must:

22 (a) promptly notify in writing the Designating Party. Such notification shall
23 include a copy of the subpoena or court order;

24 (b) promptly notify in writing the party who caused the subpoena or order to
25 issue in the other litigation that some or all of the material covered by the subpoena or
26 order is subject to this Protective Order. Such notification shall include a copy of this
27 Stipulated Protective Order; and
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1 (c) cooperate with respect to all reasonable procedures sought to be pursued by
2 the Designating Party whose Protected Material may be affected.

3 If the Designating Party timely seeks a protective order, the Party served with
4 the subpoena or court order shall not produce any information designated in this action
5 as “CONFIDENTIAL” before a determination by the court from which the subpoena
6 or order issued, unless the Party has obtained the Designating Party’s permission. The
7 Designating Party shall bear the burden and expense of seeking protection in that court
8 of its confidential material and nothing in these provisions should be construed as
9 authorizing or encouraging a Receiving Party in this Action to disobey a lawful
10 directive from another court.

11 **A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
12 **PRODUCED IN THIS LITIGATION**

13 12. The terms of this Stipulated Protective Order are applicable to information
14 produced by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such
15 information produced by NonParties in connection with this litigation is protected by
16 the remedies and relief provided by this Order. Nothing in these provisions should be
17 construed as prohibiting a Non-Party from seeking additional protections.

18 12.1 Notification. In the event that a Party is required, by a valid discovery
19 request, to produce a Non-Party’s confidential information in its possession, and the
20 Party is subject to an agreement with the NonParty not to produce the Non-Party’s
21 confidential information, then the Party shall:

22 (a) promptly notify in writing the Requesting Party and the Non-Party that some
23 or all of the information requested is subject to a confidentiality agreement with a Non-
24 Party;

25 (b) make the information requested available for inspection by the Non-Party, if
26 requested.

27 12.2 Conditions of Production. If the Non-Party fails to seek a protective order
28 from this court within 14 days of receiving the notice and accompanying information,

1 the Receiving Party may produce the Non-Party's confidential information responsive
2 to the discovery request. If the Non-Party timely seeks a protective order, the Receiving
3 Party shall not produce any information in its possession or control that is subject to
4 the confidentiality agreement with the Non-Party before a determination by the court.
5 Absent a court order to the contrary, the Non-Party shall bear the burden and expense
6 of seeking protection in this court of its Protected Material.

7 **INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
8 **PROTECTED MATERIAL**

9 13. When a Producing Party gives notice to Receiving Parties that certain
10 inadvertently produced material is subject to a claim of privilege or other protection,
11 the obligations of the Receiving Parties are those set forth in Rule 26(b)(5)(B) of the
12 Federal Rules of Civil Procedure. This provision is not intended to modify whatever
13 procedure may established in an e-discovery order that provides for production without
14 prior privilege review. Pursuant to Rules 502(d) and (e) of the Federal Rules of
15 Evidence, insofar as the parties reach an agreement on the effect of disclosure of a
16 communication or information covered by the attorney-client privilege or work product
17 protection, the parties may incorporate their agreement in the stipulated protective
18 order submitted to the court.

19 **MISCELLANEOUS**

20 14.1 Right to Further Relief. Nothing in this Stipulated Protective Order abridges the
21 right of any person to seek its modification by the court in the future.

22 14.2 Right to Assert Other Objections. By stipulating to the entry of this Stipulated
23 Protective Order no Party waives any right it otherwise would have to object to
24 disclosing or producing any information or item on any ground not addressed in this
25 Stipulate Protective Order. Similarly, no Party waives any right to object on any ground
26 to use in evidence of any of the material covered by this Stipulated Protective Order.

27 14.3 Filing Protected Material. A Party that seeks to file under seal any Protected
28 Material must comply with Local Rule 79-5. Protected Material may only be filed

1 under seal pursuant to a court order authorizing the sealing of the specific Protected
2 Material at issue. If a Party's request to file Protected Material under seal is denied by
3 the court, then the Receiving Party may file the information in the public record unless
4 otherwise instructed by the court.

5 **FINAL DISPOSITION**

6 15. After the Final Disposition of this Action, as defined in paragraph 5,
7 within 60 days of a written request by the Designating Party, each Receiving Party
8 must return all Protected Material to the Producing Party or destroy such material. As
9 used in this subdivision, "all Protected Material" includes all copies, abstracts,
10 compilations, summaries, and any other format reproducing or capturing any of the
11 Protected Material. Whether the Protected Material is returned or destroyed, the
12 Receiving Party must submit a written certification to the Producing Party (and, if not
13 the same person or entity, to the Designating Party) by the 60 day deadline that (1)
14 identifies (by category, where appropriate) all the Protected Material that was returned
15 or destroyed and (2) affirms that the Receiving Party has not retained any copies,
16 abstracts, compilations, summaries or any other format reproducing or capturing any
17 of the Protected Material. Notwithstanding this provision, Counsel is entitled to retain
18 an archival copy of all pleadings, motion papers, trial, deposition, and hearing
19 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
20 reports, attorney work product, and consultant and expert work product, even if such
21 materials contain Protected Material. Any such archival copies that contain or
22 constitute Protected Material remain subject to this Protective Order as set forth in
23 paragraph 5.

1 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD:**

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3 DATED: 6/18/2025 BY: /s/ Robert Hampton Rogers

4 Robert Hampton Rogers
Counsel for Plaintiff

5 DATED: 6/18/2025 BY: /s/ Kathryn Lee Colgan

6 Kathryn Lee Colgan
Alexander P. Castillo
7 *Counsel for Defendants*

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9 IT IS SO ORDERED.

10 DATED: 07/17/2025 BY: /s/ Autumn D. Spaeth

11 HON. AUTUMN D. SPAETH
12 UNITED STATES MAGISTRATE JUDGE
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EXHIBIT A

ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND

I, _____ [full name], of _____
[full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of *Virginia Vandenburg v. Wal-Mart Associates, Inc. et al.*, Case No.: 8:25-cv-00905. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [full name] of _____ [full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where signed: _____

Printed name: _____

Signature: _____